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SLEP-TONE ENTERTAINMENT CORPORATION

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Slep-Tone Entertainment Corporation,  Plaintiff,  v.  Donald Kugel; Wired for Sound Karaoke and DJ Services LLC; Ernest Z. McCullar; Kristina Moss; Thomas Shearer; Mark Sherman; Heather McCall; Brenda L. Jensen; Michael Roundtree; Darrell D. Erlandson; U.R. Entertainment, Inc.; Dennis O'Neal; Wet Dog Promotions Entertainment LLC; and Kriston T. Wist,  Defendants.	Case No.:  <b>COMPLAINT</b>
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The Plaintiff, Slep-Tone Entertainment Corporation (“Slep-Tone”), by its undersigned counsel, hereby complains of the Defendants, and for its complaint alleges as follows:

**SUMMARY**

1. This is an action for trademark infringement, trade dress infringement, and federal unfair competition, brought by the Plaintiff against the Defendants, in which the Defendants are accused of committing piracy of and counterfeiting karaoke accompaniment tracks comprising trademarks and trade dress belonging to the Plaintiff.

1           2.     The Defendants are specifically accused of making, acquiring, using,  
2     and in some cases selling and distributing unauthorized counterfeit duplicates of  
3     karaoke accompaniment tracks that have been marked with the Plaintiff's registered  
4     trademarks, and/or that exhibit the Plaintiff's proprietary and distinctive trade dress,  
5     and that have been marked with other manufacturers' words, names, and symbols,  
6     and deriving commercial benefit therefrom.

### 7 8                                   **JURISDICTION AND VENUE**

9           3.     This is an action for trademark infringement and unfair competition  
10    arising under §§ 32 and 43 of the Trademark Act of 1946, 15 U.S.C. §§ 1114 and  
11    1125. This Court has exclusive jurisdiction over the subject matter of this action  
12    pursuant to 28 U.S.C. § 1331, in that this is a civil action arising under the laws of  
13    the United States.

14          4.     This Court further has jurisdiction pursuant to 28 U.S.C § 1338(a), in  
15    that this civil action arises under an Act of Congress relating to trademarks, and, as  
16    to the Plaintiff's Lanham Act unfair competition claim, pursuant to 28 U.S.C. §  
17    1338(b), in that the claim is joined with a substantial and related claim under the  
18    trademark laws of the United States.

19          5.     Venue is proper in this judicial district pursuant to 28 U.S.C. §  
20    1391(b), because all of the defendants reside in this State and judicial district.

21          6.     This Court has personal jurisdiction over each of the Defendants, in  
22    that each of them resides in this State and judicial district and conducts significant  
23    business here, and in that the acts of which the Defendants stand accused were  
24    undertaken in this State and judicial district.

### 25 26                                   **THE PLAINTIFF**

27          7.     Plaintiff Slep-Tone is a North Carolina corporation having its principal  
28    place of business in Charlotte, North Carolina.

**THE DEFENDANTS**

8. Each of the Defendants is engaged in the operation of a commercial karaoke business, at least one principal aim of which is to provide karaoke-related services in exchange for money, on a bartered basis, or both.

9. Defendant Donald Kugel (“Kugel”) is an individual who operates a commercial karaoke business under the trade name “Donk’s Karaoke.”

10. Defendant Wired for Sound Karaoke and DJ Services LLC (“Wired”) is an Arizona limited liability company that operates a commercial karaoke business under its own name.

11. Defendant Ernest Z. McCullar (“McCullar”) is an individual who is the principal moving spirit of Wired and who operates, through Wired, a commercial karaoke business.

12. Defendant Kristina Moss (“Moss”) is an individual who operates a commercial karaoke business under the trade name “Spectacular Entertainment.”

13. Defendant Thomas Shearer (“Shearer”) is an individual who operates a commercial karaoke business under the trade name “Dark Desert Productions.”

14. Defendant Mark Sherman (“Sherman”) is an individual who operates a commercial karaoke business under the trade name “AllStar Entertainment.”

15. Defendant Heather McCall (“McCall”) is an individual who operates a commercial karaoke business under the trade name “No Cover Entertainment.”

16. Defendant Brenda L. Jensen (“Jensen”), formerly known as Brenda Paquette, is an individual who operates a commercial karaoke business under the trade name “Elite Entertainment of Arizona.”

17. Defendant Michael Roundtree (“Roundtree”) is an individual who operates a commercial karaoke business in connection with Defendant Jensen.

18. Defendant Darrell D. Erlandson (“Erlandson”) is an individual who owns a commercial karaoke business that operates under the trade name “Sensational Sound.”

1           19. Defendant U.R. Entertainment, Inc. (“UR”) is an Arizona corporation  
2 that operates a commercial karaoke business under its own name.

3           20. Defendant Dennis O’Neal (“O’Neal”) is an individual who operates a  
4 commercial karaoke business under the trade name “Traffic Jam Entertainment.”

5           21. Defendant Wet Dog Promotions Entertainment LLC (“Wet Dog”) is an  
6 Arizona limited liability company that operates a commercial karaoke business  
7 under its own name.

8           22. Defendant Kriston T. Wist (“Wist”) is an individual who operates a  
9 commercial karaoke business under the trade name “T-Dub Sound Productions.”  
10

### 11 **BACKGROUND FACTS**

12           23. Karaoke entertainment is a multi-million dollar business in the United  
13 States. The premise of karaoke entertainment is that participants sing along to  
14 prerecorded popular-music accompaniment tracks consisting of instrumental and  
15 vocal backing and a synchronized display of lyrics.

16           24. The manufacturing process for karaoke accompaniment tracks  
17 involves re-recording popular songs in the style of a particular performer, but  
18 without the lead vocals, and synchronizing the music to a display of the lyrics in a  
19 manner that gives cues to the performer as to what and when to sing.

20           25. Plaintiff Slep-Tone is one of the leading U.S. manufacturers of  
21 karaoke accompaniment tracks.

22           26. Slep-Tone sells or licenses its accompaniment tracks for commercial  
23 use only on compact discs, primarily in one of two formats known as “CD+G” and  
24 “MP3+G.” The “G” in each format name refers to the encoding of the recording  
25 with graphical data to provide a synchronized video display of the lyrics to the  
26 song.

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1           27. The graphics data is also utilized to mark the accompaniment tracks  
2 with Slep-Tone's trademarks and to cause the trademarks to be displayed upon  
3 playback.

4           28. The graphics data also causes Slep-Tone's distinctive trade dress,  
5 comprising the non-functional elements of changing-color lyrics, singing cues, the  
6 particular typeface and layout of the lyrics, and logos and other graphical elements,  
7 to be displayed.

8           29. Slep-Tone physically marks its original storage media and associated  
9 packaging with its trademarks.

10          30. Slep-Tone caters a substantial portion of its business to professional  
11 providers of karaoke entertainment services, who are known in the industry as  
12 "karaoke jockeys" or "KJs." Those terms are analogous to the more familiar terms  
13 "disc jockey" and "DJ"). KJs are also referred to as "karaoke operators" or  
14 "karaoke hosts."

15          31. Karaoke operators, including the Defendants, use karaoke  
16 accompaniment tracks, together with additional equipment, to provide karaoke  
17 services to their customers and patrons in exchange for compensation that may  
18 include financial payments, barter goods (such as free food and beverages), and  
19 tips.

20          32. A karaoke operator's customers typically include public-access  
21 establishments such as bars, restaurants, and social clubs; promoters of festivals and  
22 other public gatherings; and organizers of private parties such as weddings,  
23 reunions, and bar or bat mitzvahs.

24          33. Generally, the karaoke operator provides the karaoke services directly  
25 to the patrons of the operator's customer—patrons of the bar or restaurant, or  
26 attendees of the festival or private event—on behalf of or in conjunction or  
27 partnership with the customer.

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1           34. Karaoke operators, including the Defendants, are usually compensated  
2 by the establishments in which they provide these services, for public shows, or by  
3 the organizer, for private events at which they perform.

4           35. A significant component of the service being provided is access to a  
5 catalog of karaoke accompaniment tracks so that singers may select a song with  
6 which they are familiar.

7           36. In order to provide that access, an operator must purchase, license, or  
8 otherwise acquire copies of the accompaniment tracks.

9           37. Those accompaniment tracks may be acquired legitimately by  
10 purchasing or licensing original media, or they may be acquired illegitimately by  
11 obtaining non-original media from an illicit source.

12           38. In some cases, operators who have acquired legitimate original media  
13 make duplicates of the content of those media to non-original media such as  
14 computer hard drives, an activity known as “media-shifting.”

15           39. In many cases, media-shifting also involves converting the compact  
16 disc files to a different format, such as from CD+G format to MP3+G format or  
17 another format; this is referred to as “format-shifting.”

18           40. Both media-shifting and format-shifting involve the creation of  
19 duplicates of the original materials stored on the compact discs.

20           41. Slep-Tone authorizes media-shifting and format-shifting with respect  
21 to those rights that are under its control (including trademark and trade dress rights  
22 and, where applicable, copyright), but not with respect to rights controlled by third  
23 parties.

24           42. The authorization provided as noted in the preceding paragraph  
25 requires the would-be media-shifter or format-shifter to meet several criteria.

26           43. The most important criterion is the requirement to maintain one-to-one  
27 correspondence between the operator’s original media and the shifted duplicates.  
28 One-to-one correspondence means that each duplicate individual karaoke track

1 stored on a non-original medium is uniquely represented on an original medium  
2 that the operator owns and possesses.

3 44. The operator must also notify Slep-Tone of the desire to shift, and the  
4 operator must submit to an audit of shifted content and the operator's original  
5 media holdings, for the purpose of verifying compliance with the one-to-one  
6 correspondence policy.

7 45. The failure to obtain authorization from Slep-Tone to conduct a media  
8 shift or format shift of its tracks means that the resulting duplicates are  
9 unauthorized even if the operator is otherwise in technical compliance with the  
10 media-shifting policy.

11 46. The failure to maintain one-to-one correspondence after receiving  
12 authorization from Slep-Tone automatically and immediately voids that  
13 authorization.

14 47. A karaoke operator who acquires or makes unauthorized duplicates of  
15 Slep-Tone's karaoke tracks does so without authorization, right, or license, whether  
16 or not the duplicates were acquired from an illicit source or the operator made the  
17 unauthorized duplicates himself.

18 48. Upon information and belief, and based upon investigation of their  
19 activities, each of the present Defendants is in possession of unauthorized media-  
20 shifted and format-shifted duplicates of Slep-Tone's karaoke accompaniment  
21 tracks.

22 49. The Defendants' unauthorized duplicates carry Slep-Tone's federally  
23 registered trademarks, Slep-Tone's distinctive trade dress, or both.

24 50. Each of the Defendants has used media-shifted and/or format-shifted  
25 karaoke accompaniment tracks marked with Slep-Tone's registered trademarks  
26 and/or distinctive trade dress for commercial purposes—to wit, to provide karaoke  
27 entertainment services to or for the benefit of their customers.

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1           51. Without exception, the Defendants' media-shifting and format-shifting  
2 activities (and the commercial services that are enabled by those Defendants'  
3 media-shifting and format-shifting activities) have been undertaken without any  
4 form of permission or authorization granted by Slep-Tone.

5           52. An unauthorized duplicate of a karaoke accompaniment track that  
6 carries Slep-Tone's marks or trade dress—whether or not that track exists in one-to-  
7 one correspondence with a track on an original medium—is a counterfeit.

8           53. To the consumers of the services provided by KJs using counterfeit  
9 materials, particularly those who view the counterfeit materials in a noisy club  
10 environment, the counterfeits are in many cases not readily distinguishable from  
11 genuine materials despite being degraded in quality through one or many instances  
12 of copying.

13           54. Slep-Tone pays statutory and negotiated royalties to the owners of  
14 copyright in the underlying musical works in connection with its activities in  
15 legitimately creating, copying, distributing, selling, and licensing original media  
16 containing karaoke accompaniment tracks.

17           55. Because the Defendants have made or obtained counterfeits of the  
18 Slep-Tone's accompaniment tracks instead of obtaining original media, the  
19 Defendants' commercial use of those tracks is also commercial use of the musical  
20 works underlying them—counterfeits and unauthorized uses made without paying  
21 royalties to the owners of copyright in those underlying musical works.

22           56. Slep-Tone spent millions of dollars building and maintaining a  
23 recording studio, hiring artists, building distribution facilities, paying royalties and  
24 licensing fees, building a company that is capable of reliably producing high-  
25 quality karaoke versions of current and historical musical hits, and building a brand  
26 that is one of the most recognizable brands in the karaoke industry.

27           57. Piracy of the type committed by the Defendants is pervasive and  
28 widespread throughout the karaoke industry.



1           58. Slep-Tone and its licensors have been deprived of millions of dollars  
2 of revenue to which they would have rightfully been entitled, and which they would  
3 have received, if pirates such as the Defendants had acquired legitimate original  
4 media on the scale they have used and are using counterfeit media.

5           59. Piracy has contributed to the loss of dozens of jobs as Slep-Tone has  
6 been forced to curtail its operations, particularly including the production of new  
7 material, in the face of increasing piracy rates.

8           60. A lawfully operating karaoke host who wished to outfit his or her  
9 karaoke system with original media containing Slep-Tone's karaoke tracks, to the  
10 same extent enjoyed by the Defendants through piracy, would find it necessary to  
11 spend thousands upon thousands of dollars to acquire that material—assuming, of  
12 course, that it could even be acquired, since many tracks are no longer available in  
13 the primary market.

14           61. Because the Defendants do not experience this cost, they enjoy an  
15 artificially low overhead—an unfair advantage over legitimate operators based  
16 upon lower per-show costs.

17           62. The Defendants' use of piracy also enables them to obtain significantly  
18 more tracks that a lawfully operating karaoke host can obtain, because the  
19 Defendants do not have to pay premium prices for rare tracks on the secondary  
20 market.

21           63. The Defendants therefore find it easier to turn a profit or to charge  
22 lower fees to the bars and restaurants who consume their services, than would an  
23 otherwise similarly situated but lawful KJ.

24           64. The market conditions the Defendants have created tend to reward  
25 piracy by increasing pirates' profits; to punish lawful conduct by exerting unfair  
26 downward pressure on the fees paid to legitimate hosts by venues; to encourage the  
27 proliferation of piracy as formerly legitimate hosts turn to piracy simply to

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1 compete; and to deprive Slep-Tone of the sustaining revenue necessary to ensure  
2 continued operations.

3 65. Because of piracy, it is nearly impossible for non-pirate operators to  
4 compete against pirate operators, who are able to provide less expensive karaoke  
5 services and a greater number of tracks due to their lower overhead costs.

6 66. Even when pirate operators have been forced through legal action or  
7 agreement to destroy their counterfeit duplicates of Slep-Tone's tracks, the pirate  
8 operators continue to engage in unfair competition using pirated materials  
9 belonging to other manufacturers.

10 67. This unfair competition harms Slep-Tone, despite the elimination of  
11 counterfeit duplicates of its tracks, because the continuing piracy of other  
12 manufacturers' tracks exerts pressure upon Slep-Tone's customers and potential  
13 customers to commit piracy of Slep-Tone's tracks.

### 14 **THE RIGHTS OF THE PLAINTIFF**

15 68. Plaintiff Slep-Tone is the owner of U.S. Trademark Registrations No.  
16 1,923,448 and No. 4,099,045, both for the trademark SOUND CHOICE.

17 69. Plaintiff Slep-Tone is also the owner of U.S. Trademark Registrations  
18 No. 2,000,725 and No. 4,099,052, both for a display trademark as follows:



24 70. Slep-Tone has, for the entire time its marks ("the Sound Choice  
25 Marks") have been federally registered, provided the public, including the  
26 Defendants, with notice of those federal registrations through the consistent display  
27 of the symbol ® with its marks as used.

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1           71. Slep-Tone is the owner of distinctive and protectable trade dress  
 2 associated with its graphical displays (“the Sound Choice Trade Dress”). This  
 3 distinctive and protectable trade dress includes, at a minimum, (a) the use of a  
 4 particular typeface, style, and visual arrangement in displaying the lyrics; (b) the  
 5 Sound Choice Marks; and (c) the use of particular styles in displaying entry cues  
 6 for singers, namely a series of vanishing rectangles to indicate the cue.

7           72. Slep-Tone has used its trade dress continuously and substantially  
 8 exclusively for a period of decades.

9           73. The individual and collected elements of the Sound Choice Trade  
 10 Dress have acquired secondary meaning as an indicator of Slep-Tone as a source,  
 11 effectively functioning as a visual trademark.

12           74. The aforementioned trade dress serves to distinguish Slep-Tone’s  
 13 tracks from the tracks of their competitors, such that persons who are even  
 14 minimally frequent consumers of karaoke entertainment services such as those  
 15 provided by these Defendants are capable of identifying a particular karaoke track  
 16 as originating with Slep-Tone simply by examining the Trade Dress, whether or not  
 17 the Sound Choice Marks are also displayed.

18           75. The elements of the Trade Dress represent specific design choices by  
 19 the Plaintiff; they are but three of many ways to convey the information necessary  
 20 to permit a karaoke singer to be appropriately supported in his or her performance.

21           76. No competitor of Slep-Tone is required to use any element of the  
 22 Sound Choice Trade Dress to accomplish the cueing function, and indeed all of the  
 23 Plaintiff’s known competitors are known to use other trade dress in accomplishing  
 24 the cueing function.

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**ACTIVITIES OF THE DEFENDANTS**

77. Each of the Defendants has possessed, used, and displayed unauthorized counterfeit goods bearing the Sound Choice Marks, or the Sound Choice Trade Dress, or both.

78. Each of the Defendants has knowingly benefited from the possession, use, and display of unauthorized counterfeit goods bearing the Sound Choice Marks and the Sound Choice Trade Dress.

79. Each of the Defendants has provided services in connection with the Sound Choice Marks, the Trade Dress, or both, without authorization or tolerance from—or indeed notice to—Slep-Tone.

80. Each of the Defendants has advertised, or benefited from the advertising of others of, the Defendant's provision of or availability to provide karaoke services, in connection with which the Sound Choice Marks, the Sound Choice Trade Dress, or both have been used.

81. The activities of each Defendant are not isolated or sporadic occurrences, but are instead regular activities undertaken over a long period of time, in some cases months or years, depending upon when the activity was commenced, and repeated on each occasion on which the Defendant provided karaoke entertainment services.

82. Each of the Defendants' acts of infringement are of a commercial nature, in that they engaged in the acts with the transfer of money or other things of value from one party to another as a significant motivation for providing the services.

83. None of the Defendants have submitted to and passed an audit of their karaoke systems for the purposes of verifying their compliance with Slep-Tone's media-shifting policy, a necessary condition for compliance with those policies.

84. Upon information and belief, the Defendants' piracy of accompaniment tracks is not limited to Slep-Tone's tracks.

1           85. Each of the Defendants has committed acts of piracy of other  
2 manufacturers' accompaniment tracks, utilizing the words, names, symbols, and  
3 other devices associated with those manufacturers, upon information and belief  
4 without authorization.

5           86. Each of the Defendants knew, or should have known under the  
6 circumstances, that they were obtaining and using counterfeit karaoke tracks.

### 7 8 **DAMAGES**

9           87. The Defendants' unauthorized use of the Slep-Tone's trademarks and  
10 trade dress has damaged Slep-Tone.

11           88. Individually, each of the Defendants has damaged Slep-Tone in an  
12 amount of at least \$25,000, and perhaps as much as \$50,000 or more, for each  
13 karaoke system the Defendant operates. This figure is based upon the estimated  
14 minimum cost of acquiring, through legitimate means, a single set of copies of  
15 Slep-Tone's materials that each of the Defendants has pirated.

16           89. Upon information and belief, in the aggregate, by exerting illegitimate  
17 and unfair pressure upon the market for karaoke services in this area through the  
18 use of pirated material belonging to Slep-Tone and to other manufacturers, the  
19 Defendants have jointly cost Slep-Tone in excess of \$500,000 in revenue from  
20 legitimate sources crowded out of the market by the Defendants' piracy.

### 21 22 **FIRST CLAIM FOR RELIEF** 23 **TRADEMARK AND/OR TRADE DRESS INFRINGEMENT**

24           90. Each of the Defendants used and knowingly directly benefited from  
25 the use of a reproduction, counterfeit, or copy of the Sound Choice Marks or of the  
26 Sound Choice Trade Dress, or both, in connection with the provision of services  
27 including karaoke services, by manufacturing or acquiring the reproduction,  
28 counterfeit, or copy of the Sound Choice Marks or of the Sound Choice Trade

1 Dress, or both, and by displaying the reproduction, counterfeit, or copy of the  
2 Sound Choice Marks or of the Sound Choice Trade Dress, or both, during the  
3 provision of those services.

4 91. The Defendants' use of the Sound Choice Marks or of the Sound  
5 Choice Trade Dress, or both, was "in commerce" within the meaning of the  
6 Trademark Act of 1946 as amended.

7 92. Plaintiff Slep-Tone did not license any of the Defendants to  
8 manufacture or acquire reproductions, counterfeits, or copies, or to use the Sound  
9 Choice Marks or the Sound Choice Trade Dress, or both, in connection with the  
10 provision of their services.

11 93. The Defendants' use of the Sound Choice Marks, the Sound Choice  
12 Trade Dress, or both is likely to cause confusion, or to cause mistake, or to deceive  
13 the Defendants' customers and patrons into believing that the Defendants' services  
14 are being provided with the authorization of Slep-Tone and that the Defendants'  
15 music libraries contain bona fide Sound Choice accompaniment tracks.

16 94. The acts of each of the Defendants were willful, knowing, and  
17 intentional.

18 95. Slep-Tone has been damaged by infringing activities of each of the  
19 Defendants.

20 96. Unless enjoined by the Court, the Defendants' infringing activities as  
21 described above will continue unabated and will continue to cause harm to Slep-  
22 Tone.

23  
24 **SECOND CLAIM FOR RELIEF**  
**UNFAIR COMPETITION UNDER 15 U.S.C. § 1125(a)**

25 97. On each occasion when they caused a Slep-Tone accompaniment track  
26 to be played during a karaoke show, the Defendants displayed the Sound Choice  
27 Marks, the Sound Choice Trade Dress, or both in connection with the Defendants'  
28 karaoke services.

1           98. The display of the Sound Choice Marks, the Sound Choice Trade  
2 Dress, or both is likely to cause confusion, or to cause mistake, or to deceive those  
3 present during the display, in that those present are likely to be deceived into  
4 believing, falsely, that Slep-Tone sponsored or approved the Defendants' services  
5 and commercial activities.

6           99. The display of the Sound Choice Marks or the Sound Choice Trade  
7 Dress is also likely to cause confusion, or to cause mistake, or to deceive those  
8 present during the display, in that those present are likely to be deceived into  
9 believing, falsely, that the works being performed were sold by Slep-Tone and  
10 purchased by the Defendants.

11           100. The Defendants' use of Slep-Tone's marks, trade dress, or both in this  
12 fashion or in a more appropriate fashion would have inured to the benefit of Slep-  
13 Tone if the Defendants had legitimately acquired bona fide original media instead  
14 of counterfeiting them or acquiring counterfeit copies, in that Slep-Tone would  
15 have received revenue from such sales.

16           101. Because Slep-Tone has been denied this revenue, it has been damaged  
17 by the Defendants' uses.

18           102. On each occasion when they caused an accompaniment track pirated  
19 from a manufacturer other than Slep-Tone to be played during a karaoke show, the  
20 Defendants displayed the words, names, and symbols of the other manufacturer in  
21 connection with the Defendants' karaoke services.

22           103. Upon information and belief, the Defendants' use of those words,  
23 names, and symbols falsely designates the other manufacturer as the origin of the  
24 pirated track, when in fact the pirated copy was made or acquired by the Defendant.

25           104. The display of these false designations of origin is likely to cause  
26 confusion, or to cause mistake, or to deceive those present during the display, in  
27 that those present are likely to be deceived into believing, falsely, that the pirated

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1 tracks are legitimate, authorized, and authentic materials that the Defendant  
2 acquired in a legitimate manner.

3 105. The display of the false designations of origin is also likely to cause  
4 confusion, or to cause mistake, or to deceive those present during the display, in  
5 that those present are likely to be deceived into believing, falsely, that the works  
6 being performed were sold by those manufacturers and purchased by the  
7 Defendants.

8 106. The Defendants' use of the false designations of origin in this fashion  
9 damages Slep-Tone by enabling the Defendants to provide karaoke services at a  
10 lower cost than persons who acquire those materials legitimately, including Slep-  
11 Tone's legitimate customers.

12 107. The consequential denial of revenue from a legitimate market for Slep-  
13 Tone's customers' services prevents Slep-Tone's customers from making purchases  
14 of material from Slep-Tone and is thus a denial of revenue to Slep-Tone.

15 108. Because Slep-Tone has been denied this revenue, it has been damaged  
16 by the Defendants' false designations of origin relating to other manufacturers.

17 109. Unless enjoined by the Court, the Defendants' unfair competition  
18 activities as described above will continue unabated and will continue to cause  
19 harm to Slep-Tone.

### 20 21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff Slep-Tone prays for judgment against each of the  
23 Defendants, and that the Court:

24 A. Find that each of the Defendants has committed acts of infringement,  
25 including but not limited to counterfeiting, of the federally registered Sound Choice  
26 Marks, of the Sound Choice Trade Dress, or of both;

27 B. Find that each of the Defendants has engaged in unfair competition  
28 detrimental to Slep-Tone in violation of 15 U.S.C. § 1125(a);



1 C. Enter judgment against each of the Defendants and in favor of Slep-  
2 Tone on all applicable counts;

3 D. Find the that Defendants' activities were in all respects conducted  
4 willfully and for profit;

5 E. Award to Slep-Tone the Defendants' profits and the damages sustained  
6 by Slep-Tone because of the Defendants' conduct in infringing the Sound Choice  
7 Marks, the Sound Choice Trade Dress, or both, or, in the alternative, statutory  
8 damages per trademark infringed by counterfeiting, and in any event in an amount  
9 not less than \$25,000 for each karaoke system operated by the Defendants;

10 F. Award to Slep-Tone the Defendants' profits and the damages sustained  
11 by Slep-Tone because of the Defendants' acts of unfair competition under 15  
12 U.S.C. § 1125(a), in an amount not less than \$500,000, jointly and severally based  
13 upon the collective conduct of the Defendants;

14 G. Award to Slep-Tone treble, punitive, or otherwise enhanced damages,  
15 as available, for the Defendants' acts of willful infringement;

16 H. Order all computer disks, drives, or other media belonging to any of  
17 the Defendants, which media contain counterfeits of Slep-Tone's marks or trade  
18 dress, or of marks belonging to other manufacturers, to be delivered up for  
19 destruction;

20 I. Grant Slep-Tone preliminary and permanent injunctive relief against  
21 further infringement of their respective marks and trade dress by the Defendants;

22 J. Grant Slep-Tone preliminary and permanent injunctive relief against  
23 further false designations of origin by the Defendants with respect to words, names,  
24 and symbols associated with other manufacturers;

25 K. Award Slep-Tone its costs of suit and attorney's fees, to the extent not  
26 awarded above; and

27 L. Grant Slep-Tone such other and further relief as justice may require.  
28

1 Respectfully submitted this the 30th day of November, 2012.

2 **HARRINGTON LAW, P.C.**

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